

# BID PACKET

BID NUMBER: 33

BID OPENING:  
February 3, 2017

OWNER:  
LUZ CIMITIER

PROPERTY ADDRESS:

315 WEST 50TH STREET, HIALEAH, FL 33012

**CITY OF HIALEAH  
INVITATION FOR BIDS  
BID NO. 33**

The City of Hialeah, Florida, Department of Grants and Human Services, will receive bids for the project entitled **SHIP RECONSTRUCTION PROGRAM**.

**OWNER: LUZ CIMITIER ADDRESS: 315 WEST 50TH STREET , HIALEAH, FLORIDA 33012. Phone Number: (305) 323-8993. The bid opening *is scheduled for 11:00 a.m. on Friday, February 3, 2017* at Hialeah City Hall, Department of Grants and Human Services, 501 Palm Avenue, First Floor, Hialeah, Florida, at which time all bids will be publicly opened and read aloud. Your proposal should include a bid for demolition of the existing structure, including the abandonment of existing septic tank and a separate bid for new construction. Also all attached forms from the Bid Packet must be filled out and turned in with Bid. The lowest bidder will be determined based on the combined total bid price.**

Bid Packets, Drawings and technical specifications will be available as a PDF File from the Purchasing Department, Monday through Friday from 8:30 a.m. to 5:00 p.m. **Contractors are to email or go by the Purchasing Department in order to receive a bid package.** Bids sent through the United States Postal Service should be addressed to the City of Hialeah, Department of Grants and Human Services, P.O. Box 110040 (501 Palm Avenue), Hialeah, Florida 33011-0040, with the lower left-hand corner of the envelope marked "Sealed Bid". Please specify the bid number, client's name, time and date of bid opening. Bids which are hand delivered, should be brought to the Department of Grants and Human Services. (Please ensure that envelopes/bids are securely "sealed").

Attention is called to the fact that this is a State funded project and that the contractor must ensure that employees and applicants for employment are not discriminated against because of their age, race, creed, color, religion, sex, disability, national origin, or familial status.

The City of Hialeah provides equal access and equal opportunity in employment and services. Section 3 Businesses, Minority and Women owned businesses are encouraged to apply.

The City of Hialeah and/or homeowner reserves the right to reject any and all bids or to waive any informalities in the bidding process. Bids may be held by the City of Hialeah for a period not to exceed thirty (30) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of the bidders prior to awarding the contract. The final determination of the contractor selection will be based on the lowest acceptable bid.

For further information contact Mr. Leonard Grandio Jr. (305) 883-5888, Fax (305) 883-5817.

**The City of Hialeah does not discriminate on the basis of race, creed, color, religion, age, sex, familial status, national origin, or disability.**

CITY OF HIALEAH, FLORIDA  
DATE: January 13, 2017

## INSTRUCTIONS TO BIDDERS

1. Work under this contract entails the demolition and reconstruction of a single-family home located at **315 WEST 50TH STREET, HIALEAH, FL 33012**. The documents listed below and are included in the Bid Packet.
  - Invitation for Bids
  - Construction Specifications
  - Proposal Package
  - Plans
  - Boundary Survey
2. The proposal shall be submitted on the attached proposal format. In addition, all forms must be filled out in their entirety, signed and notarized, if required. All items should be field-measured to ensure an accurate bid.
3. Supervision on this project will be by the City of Hialeah's Grants and Human Services Department, and Jose Gonzalez, Engineer. For questions regarding the plans and specifications please call Mr. Gonzalez at (305) 610-2711 or the Grants and Human Services Department at (305) 883-5888, Monday through Friday, between 8:30 a.m. – 5:00 p.m.
4. The Contractor shall comply with all City, County, State and Federal laws, ordinances and regulations as they apply to this project.
5. Prior to submitting his or her bid, the contractor should contact the Community Development Department at (305) 883-5825 and become familiar with all fees, demolition and construction requirements associated with the development of this project. This project qualifies as an affordable housing project and as such, is subject to an expedited permitting process in accordance with Ordinance number 98-30. A project expediter will be assigned to the project to assist in this process.
6. No material shall be substituted from those specified in the plans without obtaining written change order approved by the owner, the City, and the Architect. Change orders may not exceed 10% of the approved line item cost including profit and overhead.
7. Contractors who have not already done so, must submit a contractor application which includes copies of their State of Florida Contractor's license, City occupational license, Miami-Dade County occupational license, and insurance prior to bid opening.
8. The Architect/Engineer and the Grants and Human Services Department may require the contractors to dismiss from the work site such employee or employees as they may deem incompetent, careless or insubordinate.
9. In case of failure on the part of the contractor to complete any section of the work within the time specified in the Notice to Proceed or any extensions thereof, the contractor shall pay to the City of Hialeah liquidated damages in the sum of \$50.00 for each calendar day of delay that the work is incomplete.

10. Payments under this contract shall be as follows:

a. Partial payments shall be made based on actual work completed and inspected. Payments will be limited to six draws. Each payment shall be subject to approval by the Architect/Engineer and the City of Hialeah.

b. Final payment shall be made after a certificate of occupancy has been issued and final inspection by the City of Hialeah Department of Grants and Human Services.

11. All original manufacturer warranties shall be given to the owner with copies to the Department of Grants and Human Services.

12. The contractor will be required to start the project within 15-days of issuance of the Notice to Proceed, and to satisfactorily complete all work within 180 calendar days. The Notice to proceed will be issued after demolition is completed. Contractor will submit a work progression schedule and a list of subcontractors at the time of Contract signing.

13. Specifications shown on plans will supersede attached written specifications. If contractor needs to clarify a specification, he/she should contact the City of Hialeah's Construction Department immediately before proceeding with project.

# CONSTRUCTION SPECIFICATIONS FOR SHIP RECONSTRUCTION PROGRAM

BID NUMBER:  
33

BID OPENING:  
February 3, 2017

OWNER:

LUZ CIMITIER

PROPERTY ADDRESS:

315 WEST 50TH STREET, HIALEAH, FL  
33012

CITY OF HIALEAH  
Department of Grants and Human Services  
January 13, 2017

# CONSTRUCTION SPECIFICATIONS

## SECTION I - GENERAL

## SECTION II - DEMOLITION

## SECTION III - PRODUCTS

- A. Appliances
- B. Blacktop and Concrete Work
- C. Cabinets
- D. Doors and Windows
- E. Electrical
- F. Floor and Coverings
- I. Insulation
- K. Painting
- L. Litter and Trash Removal
- P. Plumbing and Fixtures
- R. Roofing
- W. Wall and Ceiling Finishes

## **GENERAL PROVISIONS**

### **SECTION I**

1. **DEFINITIONS** - Whenever found in the Specifications, Special Provisions, Proposals, Contracts, Plans and any other Construction Documents, the intent and meaning shall be interpreted as follows:
2. **SCOPE OF THE WORK** - shall include all labor, materials, shop drawings and services necessary for the proper execution and completion of the construction and demolition as shown in the Plans prepared by the Architect/Engineer and as per the following Specifications:
3. **THE OWNER** –LUZ CIMITIER.
4. **ARCHITECT/ENGINEER** – Jose Gonzalez 305-610-2711.
5. **INSPECTOR** - An authorized representative of the Architect/Engineer assigned to make all necessary inspections of materials, dimensions, methods, quality of work and any other elements called for in plans and specifications.
6. **GRANTS INSPECTOR** - An authorized representative of the City of Hialeah assigned to make all necessary inspections of materials, dimensions, methods, quality of work and any other elements called for in plans and specifications.
7. **PLANNING & DEVELOPMENT AND ZONING INSPECTOR** - Any assigned Planning & Development and Zoning Department Inspector of the City of Hialeah duly authorized to perform his duties.
8. **CONTRACTOR** - The Party pertaining to the second part of the Contract, representing the person, corporation or entity duly licensed to perform the Work and with whom a Contract has been entered with the Owner. The Contractor shall be responsible for all permits, licensing, insurance and applicable fees during the duration of the work. The Contractor shall also provide and maintain all temporary utilities and mandatory toilet facilities, safety regulations and disciplinary actions of all his direct and indirect employees, including sub-contractors employees and personnel.
9. **THE DRAWINGS** - The Drawings and Specifications and copies thereof furnished by the Architect/Engineer are and shall remain his property. They are not to be used on any other project nor property, and the same are to be returned to the Architect/Engineer on request at the completion of the Work.
10. **CHANGES** - Changes in the Work, including substitution of materials, changes in the scope of the Work, methods of construction and any other necessary changes shall be previously approved by the Architect/Engineer and or his authorized representative before they are implemented. Any changes proposed by the Contractor shall be in writing and also stating the scope of the work, cost change and agreement by both the Owner, Contractor and City of Hialeah before any such

changes occur. Changes are limited to 10% of the line item including profit and overhead.

11. **LABOR AND MATERIALS** - a) The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utility, transportation and other facilities and services necessary for the proper execution and completion of the Work. The Contractor shall at all times employ fit and skilled persons to do their task, and enforce proper and strict discipline among his employees. b) The Contractor warrants the Owner, the Architect and the Construction Manager that all materials and equipment furnished under the Contract will be new, of good quality and free from any faults and defects. Work and or materials not conforming to these standards may be considered defective, and ordered to be removed at once.
12. **WORKMANSHIP** - All work shall be performed in accordance with the trade standards as "Workmanlike Manner" or Acceptable Standards of "Workmanship" by the Construction Trade industry.
13. **REPAIRS** - The Contractor shall repair all damaged surfaces and materials resulting from his work under this contract, at no additional cost to the Owner.
14. **INSPECTION** - All work performed by the Contractor, Subcontractors or their employees shall be subject to the authorized inspector's approval before and during progress of the work. Access to the premises shall be made readily to the Inspector during normal working hours, except in emergencies or special circumstances.
15. **SUBCONTRACTORS** - All Subcontractors shall be bound by the terms and conditions of this contract insofar as it applies to their work, but this shall not relieve the General Contractor from their full responsibility to the Owner for the proper completion of all work to be properly performed under the conditions of this Agreement. The General Contractor shall not be released from his responsibility by a sub-contractual agreement he may make with others, nor shall anything contained in the Contract Documents, create any contractual relation between any Subcontractor and the Owner.
16. **BIDS OR PROPOSALS** - All Bids and Proposals shall be submitted at the bidder's risk and the City reserves the right to reject any or all bids and proposals.
17. **CODES** - All work performed shall be in accordance with applicable and governing local codes, and subject to their requirement and regulations. Where no local codes have been adopted, all work shall conform to the Florida Building Code.
18. **ADJACENT PROPERTY** - Where adjacent property or structures are affected by any work performed under the contract, it shall be the Contractor's responsibility to take whatever safeguards or precautions necessary for the protection to the adjacent property and to notify the Owner thereof of such actions.
19. **CLEAN UP** - Clean up and removal of all debris and materials resulting from the Work, shall be the responsibility of the Contractor, who will leave the premises in a broom clean condition upon completion of the work. The Contractor, Subcontractors,



and their employees shall dispose of all construction material waste and debris in a proper manner at authorized dumpsites only, at their expense.

**20.COMPLIANCE** - All paint employed shall conform with HUD'S "Lead-Base Paint Poisoning" Prevention Act.

**21.INSURANCE** - The Contractor shall purchase and maintain all required insurance protection such as Liability and Workmen's Compensation.

## **SECTION II - DEMOLITION**

1. The Contractor shall complete demolition work in accordance with building codes, as indicated on the drawings, or in the specifications.
2. The General Contractor shall be responsible for obtaining all required letters from utility companies required for demolition. (Owner has obtained all demolition letters)
3. All debris resulting from demolition operations shall be removed as it accumulates and not allowed to be stored on site without appropriate containers and disposed of properly.
4. Debris shall not be burned on the site.
5. Demolition shall be conducted in a safe and workmanlike manner.
6. Portions or parts of the structure or property not to be demolished, and intended to remain intact, shall be repaired or replaced.
7. All surplus materials to be removed shall become the property of the Contractor, and shall be removed from the premises unless otherwise directed.
8. Septic tank needs to be abandon properly. The Contractor is required to reactivate expired permit for the Department of Health Permit with Miami Dade County for proper disposal of septic system. Contractor is responsible for paying these fees. Permit will be given to contractor at time of contract signing.

## **SECTION III - PRODUCTS**

The phrase "or equal" shall be interpreted to mean equal in quality and integral properties and similar in design. All materials and workmanship shall comply with applicable codes and requirements of the FLORIDA BUILDING CODE.

All necessary permits as determined by the Community Development Department, are to be properly displayed and posted on the job site. The Field Inspector, as appointed by the City, is to be given a copy of the signed and sealed approved set of plans processed for the proper permits prior to the commencement of work. All permit inspections, warranties and guarantees, releases of liens, and satisfaction of liens must be completed prior to requesting a final inspection by Architect. All work completed must be of good workmanship.

## ARCHITECT TO BE NOTIFIED 48 HOURS IN ADVANCE FOR INSPECTION REQUESTS.

### A. APPLIANCES

All units to comply with model energy efficiency codes (Energy Star) for Building construction per State of Florida. Contractor to verify specific site conditions, whether to use gas or electric appliances. All appliances to be FHA and UL approved. Contractors shall supply City with warranties and/or guarantees. Owner shall have selection of available colors.

1. Tankless Water Heater: Furnish and install a new Titan tankless water heater. Provide proper plumbing and electrical connections. Install unit as per manufacturer specifications and it meets enough capacity to cover the size of the house. Electrician is to consult with FPL prior to installation in order to discuss the load of the tankless water heater. All materials and method to meet Florida Building Code.
2. Electric Range: Furnish and install a new range oven. New range shall be 30" wide free-standing, with self-cleaning oven, with clock, 1-hour timer, appliance outlet, and Visa Bake door. Whirlpool, Kenmore, General Electric, Frigidaire, or approved equal. Includes pigtail installed, and range to be made operative. (Color White or almond, to be selected by homeowner)
3. Electric Refrigerator with ice maker: Furnish and install a new Energy Star electric refrigerator. New electric refrigerator with icemaker with freezer having at least 18.0 cubic foot capacity. Whirlpool, Kenmore, General Electric, Frigidaire, or approved equal. Hinge door on side chosen by homeowner. Provide proper electrical connection. (Color White or almond, to be selected by homeowner)
4. Range Hood: Furnish and install a new 2-speed 30" self-circulating range hood with light. Whirlpool, Kenmore, General Electric, Frigidaire, or approved equal. Provide proper electrical connection. (Duct free-Color White or almond, to be selected by homeowner)
5. Install a new Central Electric Cooling and Heating System with new Insulated Ducts: Furnish and install a new central A/C and heating system Rheem, Rudd, York, Carrier, King, Trane or approved equal with a 16.0 SEER efficiency with adequate capacity of heat and cool entire house as per calculations and plans. Equipment to include heat, outside condensor, 6" concrete slab (no precast), inside air handler, drainage, heat and cool thermostat, refrigerant lines, supply and return duct work, and electrical work with a 5 year minimum manufacture equipment warranty and a 1 year labor warranty. Remove and dispose of any remaining systems including refrigerant lines and repair all areas affected by installation to match existing surfaces. Mechanical permits, plans, drawings, heat gain/loss calculations and inspections required. If replacing a/c unit and a/c ducts or installing a new central a/c system for the first time at the property, 2010 Florida Energy Calculations will be required. Prior to demo of ducts Mechanical Contractor needs to call a demo duct inspection and must have pre-approved a/c ducts plans. When using the Florida

Energy Efficiency Code, one of the following requirements may be required depending on the form used and the total baseline load points. All materials and method to meet Florida Building Code.

6. Bathroom Exhaust Fan: Vented outside, when called for in plans.

## B. BLACKTOP AND CONCRETE WORK

1. Concrete Work: Concrete used shall be not less than 2500-PSI strength in 28 days. Steel trowel, wood float or approved finish shall be used. Walks, drives and patios, should have joints in them to divide them into blocks, and shall also be edged. Drives, walks, and patios shall have finish grade so water will run away from house. Finish grade of work shall be held close to ground so cars have easy access to drives, as per work write-up. Walks and patios will not have dangerous step-offs, necessary reinforcement will be included. When forms are removed, use fill. Grading and sodding shall be done to match existing. Refer to plans.
2. Blacktop Drive: Install blacktop drive as per drawings. Include necessary grading to receive base and blacktop. Blacktop shall not be less than 1" thick over 7" compacted rock, and shall carry water away from garage or house. All necessary grading and/or sod shall be completed after drive is finished.

## C. CABINETS

1. Kitchen Base Cabinets: Base cabinets shall be plastic laminate clad 1/32" minimum thickness with appropriate doors and drawers. Counter top of cabinet shall be approximately 25" wide with a full back splash, plastic laminate 1/16" min thickness for counter top. Countertop shall be 3/4" plywood "Virola" grade wood or equal. Backsplash toe kick and cabinet interior base floor shall be 5/8" plywood "Virola" grade wood or equal. Base cabinets to have 1/2" shelves. Include pair of drawer hardware, catches and pulls of approved design and good quality, per manufacturer's specifications. Contractor to submit shop drawings for approval. Owner to select laminate color.
2. Wall Cabinets: Kitchen wall cabinets shall be clad with plastic laminate 1/32" minimum thickness. All doors and shelf edges shall be trimmed with Formica. Provide 30" high cabinets, as per drawings, and include all necessary doors, pulls, and catches of manufacturer's good grade and quality. Contractor to submit shop drawings for approval. Owner to select laminate color.

## D. DOORS AND WINDOWS

Windows to be caulked at bucks. All windows and doors to be installed to meet energy saving criteria, and as per Florida Building Code. Exterior doors to be painted two coats top, bottom and edges. Provide shop drawings for approval. Windows to include marble window sill. Refer to plans.

1. Interior Doors: Doors shall be 1-3/8" hollow core lauan pre-hung doors, with split jamb, casing and a new lockset, as per drawings. Install door plumb with 1/8"

clearance at head and jamb, and 1/8" clearance at floor threshold or rug, whatever the case may be. Mortise new door to receive an appropriate standard lock. Adjust all hardware so door works properly, and leave door clean, smooth, and finished as specified. Include applicable type of door stops. Lock set to be manufactured by Kwikset, Yale, Weiser or approved equal. Caulk, prime, and apply two coats of high quality acrylic latex semi-gloss paint on door, jamb and casing. Owner to select lock set finish and paint color.

2. Exterior Metal Door: Install a pre-hung 1-3/4" thick 6-panel insulated steel metal door unit including jamb, casing, hinges, striker plate, threshold, and weather-stripping. Install a new entry and single cylinder dead bolt lock set keyed alike and manufactured by Kwikset, Yale, Weiser or approved equal. Caulk, prime and apply two coats of high quality semi-gloss acrylic latex paint on door, jamb and casing. Owner to select lock set finish and paint color. Install chain door stop and a view scope. Provide shop drawings for approval.
3. Closet wood bi-fold door: Doors shall be stain grade, 1-1/8" thick, wood bi-fold door with metal track and all hardware. Stain or paint door with primer and two coats of semi-gloss acrylic latex paint. Owner to select type and color of finish.
4. Exterior Aluminum Threshold Plate of Approved Grade: Install either straddle or interior mounted, as applicable. Fasten securely using necessary fastening devices (wood or concrete), as per manufacturer's recommendations.
5. Horizontal Rolling Type: Furnish and install windows as indicated. New windows shall have the following features: White anodized frames w/grey tinted glass, vinyl weather-stripping-nylon bushings-self locking operator with torque bar-removable screen-aluminum glazing bead and accepted by Miami-Dade County Building and Zoning Department, Products Control Division. Refer to plans.
6. Single Hung Windows: Furnish and install as per drawings, Windows shall include removable screen, as above item #5. Refer to plans.

#### E. ELECTRICAL

1. Service with Separate Main Disconnect: Install a new 120v-280v-minimum 150 amp service complete with separate main disconnect switch and proper ground. Include adequate mast and weather head, per Florida Building Code.
2. 150 amp. Minimum panel: Panel to have two (2) spare two (2) pole circuits, and/or amp main breaker.
3. Receptacles: Install duplex electrical receptacles and cover plates, flush 15A – 20 amps, as per code and drawings.
4. Operating Switches: Install new single pole toggle switch 15 A-125V as per code.
5. Three Way Switches: Install 3-way operating switch as indicated on drawings.

6. Ceiling Light: Install fixture, new to be submitted for City's approval, prior to installation. Fixture will include glass globe and switch. Materials and installation to meet code.
7. Appliance Receptacle(s): Install on back splash (as per code).
8. All wiring to be concealed in EMT, and as per applicable codes.
9. Ground Fault Interrupter: Install electrical receptacle as per code.

## F. FLOOR AND COVERINGS

1. Ceramic Floor Tile: Prepare floor surface and install new thin set, 12" x 12" or larger, grade 4, ceramic tile flooring per manufacturer's specifications. Provide and install ceramic tile baseboards in all newly tiled areas.
2. Carpet: Prepare and install carpet of good grade as per drawings. Provide metal strips, tackless strips, adhesives, tapes and all necessary accessories. Install 74 oz. Minimum carpet cushion. Quality to meet specifications H.U.D. 9777, Section 097.8 - 1.2 HUD #75-cl dated 2-28-75; MPS um 44c. Acceptable manufactured by Armstrong Cork Company, Roxbury Carpet Company, Celotex Corp., Sears, Montgomery Ward, or others as per H.U.D. Ma 097.8-1. All carpeting to be stretched tight, and free from puckers, scallops and ripples. Carpet to be properly fitted, with no fillers less than 12" wide or 37" long.

## I. INSULATION

1. Install R-30 Insulation in attic: Install R-30 cellulose or fiberglass insulation in attic. Make sure insulation does not cover electrical fixture and is pulled away from potential fire hazards. If applicable install baffles at soffit vents to ensure proper air flow into attic. Install above the ceiling of type approved by Miami-Dade County Building Department Products Control, to attain a designated factor of R-30. Refer to plans.
2. Wall Insulation: Install Miami-Dade County Building Department Control approved type of wall insulation, to attain a factor of R-4.2 minimum. Refer to plans.

## K. PAINTING

1. Preparation before painting: All paint and other finished materials shall be of good quality with a 15-year manufacturer warranty over a 15 year approved primer. All surfaces to receive a coat of primer and two coats of paint. All painting must be inspected after primer, then after first coat is applied, and before second coat application by field specialist. All surfaces, including floors, walls, ceilings, trim doors, and windows shall be cleaned and excess paint removed from same upon completion of painting. The use of lead-based paints is prohibited on any interior surfaces, or those exterior surfaces that are readily

accessible to children under seven years of age. (Ref. Lead-based Paint Poisoning Prevention Act, 84 Stat. 2080, 42 CFR Paint 90).

2. Stucco and Concrete Structures: All concrete structure areas are to receive one coat of concrete sealer, prior to the final two coats of paint. Inspection required between coats. All paint and other finished materials shall be of good quality with a 15-year manufacturer warranty over a 15 year approved primer. P.V.A. paint to be used on all exterior concrete surfaces. Oil based enamel, or paint, to be used on all exterior wood surfaces, where painting is required as wood finish. Urethane or Marine type exterior Spar Varnish is to be applied on exterior surfaces requiring a varnish type finish.

#### L. LITTER AND TRASH REMOVAL

1. All trash and debris shall be removed from premises at finish of job. No materials to be left on street right-of-way, nor, at any time, to be allowed to create hazardous conditions during the course of the work.

#### P. PLUMBING AND FIXTURES

1. All faucets and fittings to be Delta, American Standard, Moen, Price Pfister or approved equal, and be energy efficient. All new or replacement fixtures to be connected to Hot and/or Cold water, and to proper drains.
2. Where water and/or sewer lines are installed, they shall not be covered until inspected by City's appointed Inspector. Contractor shall be responsible to check for proper location of Sewer and/or water lines to meet existing or proposed laterals.
3. Contractor's bid price shall reflect all plumbing installation to meet applicable codes.
4. All excavated areas are to be filled in and compacted level. Surfaces to be blended to match the landscape of areas directly adjacent to excavated areas (as sand, sod, or other).
5. Bath Tub: Install as per manufacturer's specifications a new porcelain steel bathtub. Install new water lines, drain lines, and necessary vents, framing, blocking, shims and nailers to ensure proper and code approved installation of tub unit. Apply mildew resistant caulk between tub and floor covering. Tub shall be equipped with a bath and shower set by American Standard or approved equal. Include toe drain stopper, aluminum shower curtain rod and all necessary fittings. (white)
6. One piece vanity top and bowl: Cultured marble one piece vanity top, recessed bowl, and a 4" backsplash for vanity type cabinet. Refer to plans.

7. Vanity Type Lavatory: Install vanity cabinet to be 1/32" minimum mica on sides, doors and top. It shall be of adequate width to fit required location, be approximately 22" deep X 30" high. Basin to be as described in preceding paragraph P-7. Interior base of cabinet to be 5/8" plywood.
8. Water Closet: Install a new two piece closed coupled, vitreous china water commode with 1.7 gallon maximum flush manufactured by American Standard Model bowl No. 749711 or 751410 (front round) model No. 383783 (elongated) tank No. 744795 or 751407. Kohler Model No. 807289 or 807257 (front round) 807331 or 807533 elongated, tank no. 805505 or 807230 or approved equal. Commode to include all new components including metal flush handle, supply line, stub up, flange, toilet seat, supplies, wax seal and shut off-valves per code. Refer to plans.
9. Stainless Steel Two Compartment Sink: Install Stainless steel minimum 7" deep, self rimmed, double compartment sink, Model Sterling No. 301-078 or approved equal. . Include basket strainers, all drains, fitting and plumbing. Install a single control washerless kitchen sink faucet American Standard or equal, faucet supply lines, fittings and shut-off valves. Faucet to have a minimum one year warranty.
10. Kitchen faucet: Install a new single control washerless kitchen sink faucet. Price Pfister model No. 818033, Delta 750-711 or American Standard 358185, Moen or approved equal. Faucet shall have a maximum flow rate of 2.5 gallons per minute. Install stop valves and supply lines from stop valves to faucet. Faucet to have a one year warranty. Plumbing inspection required.
11. Bathroom sink faucet: Install a new washerless bathroom sink faucet with pop-up valve Moen 233580 or Delta 750-719 (double handle) or American Standard 358084 (single handle), Price Pfister or approved equal. Faucet to have a maximum flow rate of 2.5 gallons per minute. Faucets to have at least a one year warranty.
12. Bath/shower faucet: Install a new washerless bath and shower faucet with showerhead and pop-up valve. American standard Model No. 358103, Delta model No. 130798, Price Pfister 820187, Moen or approved equal. Faucet to have a maximum flow rate of 2.5 gallons per minute and at least a 1-year warranty.
13. Sewer: Trench and lay 4" PVC Schedule 40 sewer pipe as per F.B.C. sewer line to be connected from existing waste line to sewer lateral at property line. Refer to plans.
14. Washing Machine Drains: Trench out and install washing machine drain line to hook up to existing waste line per Florida Building Code. Include stack, and all fittings, as per local codes.
15. Water Lines: Trench to one (1) foot deep and lay 3/4" copper water line and connect to existing supply. Connect to house line.

## R. ROOFING

The General Contractor shall be required to furnish the Owner a written guarantee on all roofs under this contract, as follows:

- Composition Shingle-type Roofs - 25-year manufacturer warranty and fungus resistant. As per drawings. Color selection by owner.

### 1. SCOPE

- a. Work includes supplying the labor, material, and equipment necessary to complete installation of shingles. Deck preparation: Deck should be smooth, dry and free of surface imperfections. Refer to plans. All installation as per Florida Building Code. See Chapter 34 of the Florida Building Code for further details and requirements.
2. All valleys, metal flashing and eave drip shall be minimum of 20 gauge galvanized metal. Eave drips shall be spaced minimum of ½-inch from rafter ends or fascia surface and drip joints overlapped a minimum of 7 inches, embedded in asphalt.
3. All vent piping shall be properly flashed with approved lead sleeve flashings and pitch pans.
4. Contractor shall provide a written minimum 10-year warranty.

## W. WALL AND CEILING FINISHES

1. DRYWALL CEILING WITH FURRING STRIPS - a) - Install new drywall at ceilings, walls and partitions as indicated on plans. Drywall shall be ½ inch Gypsum Wallboard, with taped edges and joint compound smoothly sanded. b) – Walls and ceilings to finished with knockdown finish. Refer to plans.
2. STUCCO ON WIRE LATH - Entrance porch ceiling and overhang soffit shall have a minimum of 5/8-inch stucco applied with a 3/8-inch scratch coat on ribbed metal lath over a 15# saturated felt and a ¼" to 3/8" finish coat. See finish schedule on plans for details.
3. Ceramic tiles on floors and walls: Use US standard quality as US Romany tile or approved equal. All surfaces to be clean and level before applying ceramic tile. All tile must be placed attain uniform spacing, and level with other tile, using approved latex Portland cement or approved equal on floors. All flooring to be table and non-flexing, before installation of ceramic tile. All joints to be full grouted to full depth of units. All surfaces to be clean and polished at completion of work. Owner to select color and pattern.
4. WORK - All drywall, plaster and stucco work to conform to Florida Building Code.



## Proposal

Case: SHIP RECONSTRUCTION

Owner: LUZ CIMITIER

Bid Number 33

Project address: 315 West 50 St., HIALEAH, FL 33012

The undersigned submits the bid to the City of Hialeah, Department of Grants and Human Services for Demolition of an existing frame single family home and new construction of a single family home in accordance with drawings, plans and specifications and in compliance with all local, state and federal laws and regulations as follows:

- a. **Demolition** – Includes permits, labor, material, fees, utility fees, equipment and disposal necessary to clear and level the site for construction.

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents  
\$ \_\_\_\_\_

- b. **Construction Base Bid** – all permits, fees, labor, materials, services, equipment, tools, utilities, necessary for construction of a single family residential structure including issuance of certificate of completion by the City of Hialeah Planning & Development Department, in accordance with plans and program specifications and local, state and federal codes.

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents  
\$ \_\_\_\_\_

- c. **Total Bid Price (Demolition and Construction)**

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents  
\$ \_\_\_\_\_

### CONTRACTOR'S INFORMATION

Name of Firm: \_\_\_\_\_

Address of Firm or Corporation: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Person In Reference To Bid: \_\_\_\_\_

# CONSTRUCTION COST ESTIMATE

Case : SR-32

Owner: LUZ CIMITIER

Project address: 315 WEST 50TH STREET, HIALEAH, FL

ITEMS	COST
1. General Requirements -Permits	\$ _____
2. Demolition	\$ _____
3. Site Work	\$ _____
4. Metals	\$ _____
5. Compaction and slab fill	\$ _____
6. Concrete - a) Forming	\$ _____
7. Concrete - b) Placing	\$ _____
8. Concrete - c) Finishing	\$ _____
9. Concrete - d) Material	\$ _____
10. Carpentry/ Rough	\$ _____
11. Sewer	\$ _____
12. Plumbing/ Rough	\$ _____
13. Electric service and wiring	\$ _____
14. Trusses	\$ _____
15. Roofing	\$ _____
16. Windows	\$ _____
17. Stucco	\$ _____
18. Drywall/ Framing	\$ _____
19. Hardware: Finish, Doors	\$ _____
20. Plumbing: Finish, Fixtures	\$ _____
21. Electric: Finish, Fixtures	\$ _____
22. Air conditioning/heating	\$ _____
23. Shutters	\$ _____
24. Paint	\$ _____
25. Cabinets	\$ _____
26. Floors	\$ _____
27. Appliances	\$ _____
28. Driveway	\$ _____
29. Landscape	\$ _____
30. other	\$ _____
Subtotal	\$ _____
P/O	\$ _____
<b>Total bid price</b>	<b>\$ _____</b>

## CERTIFICATION

I, \_\_\_\_\_ agree to comply with the following federal requirements:

### CONFLICTS OF INTEREST

Contractor covenants that no person who presently exercises any functions or responsibilities on behalf of the City connection with this bid has any personal financial interests, direct or indirect, with the Contractor. Contractor further covenants that, in the performance of this bid, no person having such conflicting interest shall be employed by the Contractor. Any conflict of interest attributable to the Contractor or its employees must be disclosed in writing to the City immediately upon discovery.

Contractor is aware of the conflict of interest laws of the City of Hialeah, particularly, HIALEAH, FLA., CODE §§ 4-1-4-15; Miami-Dade County, particularly, MIAMI-DADE COUNTY CODE §§ 2-11.1 et. seq.; the State of Florida, particularly, Chapter 112, Part III, Florida Statutes; and the United States Department of Housing and Urban Development, particularly, 24 CFR Part 570 § 570.611, and agrees that it shall fully comply in all respects with those provisions.

### EQUAL OPPORTUNITY

The contractor agrees that it will comply with equal opportunity requirements, which require that no person shall be excluded from participation, or be subjected to discrimination based on race, creed, color, national origin, age, sex, religion, or disability.

### DEBARMENT/SUSPENSION

The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

### SECTION 3 CLAUSE

If applicable, the contractor will, to the greatest extent of feasible, comply with the Section 3 requirements in connection with the contract, as described in the Assurance of Compliance (Section 3, HUD Act of 1978).

Furthermore, the contractor certifies that:

1. He or she is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representatives (USTR).
2. He or she is not or will not enter into any subcontract with a subcontractor or a foreign country included in the list of countries that discriminate against U.S. firms published by the USTR.
3. He or she will not provide any product of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

Print Name: \_\_\_\_\_  
Contractor

\_\_\_\_\_ Date

Sworn, to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
by \_\_\_\_\_, who has/have produced  
photo identification \_\_\_\_\_ or is/are personally known to me and who did/did not take  
an oath.

Notary Public: \_\_\_\_\_

My Commission Expires:

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn,  
deposes and says that:

- (1) He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder  
that has submitted the attached Bid:
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all  
pertinent circumstances respecting such Bid:
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partner, own agents, representatives,  
employees or parties in interest, including this affiant, has in any way colluded, conspired,  
connived or agreed directly or indirectly with any other Bidder, firm or person to sub a  
collusive or sham Bid in connection with the Contract for which the attached Bid has been  
submitted or to refrain bidding in connection with such Contract, or has in any manner,  
directly or indirectly, sought by agreement or collusion or communication or conference with  
any other Bidder, firm or person, or to fix any overhead, profit or cost element of the Bid  
price or the Bid price any other Bidder, or to secure through any collusion, conspiracy,  
connivance or unlawful agreement any advantage against the **City of Hialeah** (Local Public  
Agency) or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any  
collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its  
agents, representatives, owners, employees, or parties in interest, including this affiant.

(Name) \_\_\_\_\_

Subscribed and sworn to before me

\_\_\_\_\_  
(Title)

This \_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
(Title)

My commission expires \_\_\_\_\_

**PURCHASING DIVISION  
CITY OF HIALEAH DISCLOSURE AFFIDAVIT**

I \_\_\_\_\_ being first duly sworn, state:

The full legal name and business address\* of the person or entity contracting or transacting business with the City of Hialeah are:

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Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

If the contract or business transaction is with a corporation, the full legal name and business address\* shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the full legal name and business address\* shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address\* shall be provided for each trustee and each beneficiary. All such names and addresses are:

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The full legal names and business address\* of any other individual (other) than subcontractors, material men, suppliers, laborers, or lenders who have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with the City of Hialeah are:

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Tax ID Number (F.E.I.N) or Social Security Number: \_\_\_\_\_ - \_\_\_\_\_

**PROOF OF CORPORATE STATUS**

Please provide proof of corporate status. All vendors and bidders must be an active corporation in good standing in the State of Florida or any other State. If incorporated in a State other than Florida, then please provide proof that the corporation is registered to do business in the State of Florida in addition to proof of active corporate status. If incorporated in Florida, a computer print-out from the Department of State will be sufficient proof of corporate status. This requirement also applies to limited liability companies, partnerships, limited partnerships, joint-ventures, etc.

\_\_\_\_\_  
LEGAL SIGNATURE OF AFFIANT

\_\_\_\_\_  
(Print or Type Legal Name of Affiant)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public - State of: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Print/Type and Stamp commissioned name of Notary Public

**NOTARY SEAL**

Personally known \_\_ or Produced Identification \_\_\_\_

Type of Identification Produced \_\_\_\_\_

**\*\*Post office box addresses are not acceptable.**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to

\_\_\_\_\_ (print name of the public entity)  
by \_\_\_\_\_  
\_\_\_\_\_ (print individual's name and title)  
for \_\_\_\_\_  
\_\_\_\_\_ (print name of entity submitting sworn statement)  
whose business address is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN)  
is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to an directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133 (1) (e) **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal

power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped  
commissioned name of notary public)



### STATEMENT OF BIDDER'S QUALIFICATIONS

In order to assist the City of Hialeah in determining whether the Bidder is qualified to do the work set forth in the Bid Proposal, he shall furnish hereunder a list of references who are qualified to judge as to his financial responsibility and his experience in work of a similar nature upon which he is bidding.

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The Bidder shall list the facilities or equipment that is available for use in case his bid is accepted.

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The Bidder shall list the full names and residences of person and firms interested in the foregoing bid, as principals.

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The Bidder shall list the name of the executive who will give personal attention to the work.

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The Bidder shall list a record of his previous contracting experience.

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The Bidder shall list the names and addresses of his subcontractors.

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END OF STATEMENT OF BIDDER'S QUALIFICATIONS

## **GENERAL TERMS AND CONDITIONS OF INVITATION TO BID**

### **CONTENTS OF BID**

#### **GENERAL CONDITIONS**

Bidders are required to submit their proposals in conjunction with the following express conditions:

1. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
2. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of the City, or the compensation to the vendor.
3. Bidders are advised that all City contracts are subject to all legal requirements provided for in City Ordinances, the Purchasing Ordinance, and/or State and Federal Statutes.

#### **B. DESCRIPTION OF SUPPLIES**

1. Any manufacture's names, trade names, brand names, or catalog numbers used in these specifications are for the sole purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and is in no way intended to prohibit the bidding of other manufacturers' items of equal quality.
2. Bidders are required to state exactly what they intend to furnish. Otherwise they shall be required to furnish the items as specified.
3. When bidding an approval equal, bidders will submit with their proposal, two (2) complete sets of necessary data (factory information sheets, specification, brochures, etc.) in order for the City of Hialeah to evaluate and determine the quality of the bid item(s).
4. Bidders must indicate any variances to the Specifications, Terms and Conditions, no matter how slight.
5. The City of Hialeah shall be the sole judge of equality and its decision shall be final.

#### **C. VARIANCES IN TERMS AND CONDITIONS**

Where there appears to be variances or conflicts between these General Terms and Conditions and the "Special Conditions" outlined in the Bid Package, Special Conditions in the Bid Package shall prevail.

**D. CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS**

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specification or other bid documents or any part thereof, the bidder may submit to the Purchasing Agent on or before the (10) days prior to scheduled bid opening request for clarification. All such requests for clarification shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued by the City of Hialeah. A copy of such Addendum will be mailed to each bidder receiving an invitation to Bid. The bidder, in turn, shall acknowledge receipt of the Addendum by signing the Addendum and including it in the Bid Proposal. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

- E.** Any manufacturers names, trade names, brand names, information and/or catalog numbers listed in a specification are for information, not to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification(s) for any item. If bids are based on equivalent products, indicate any deviations from the specifications. Your bid, lacking any written indication of intent to quote an alternate brand, will be received and considered as a quotation in complete compliance with the specifications.

## INSURANCE REQUIREMENTS

See Insurance Check List for applicability to this contract.

The contractor shall be responsible for his work and every part thereof, for all materials, tools, appliances and property of every description, connection therewith. He shall specifically and distinctly assume, all risks of damage or injury to property or persons used or employee on or in connection with the work and of all damage or injury to any person property wherever located, resulting from any action or operation under contract or in connection with the work.

The contractor shall, during the continuance of the work under this contract including extra work in connection therewith:

Maintain Worker's Compensation and Employer's Liability Insurance to meet the statutory requirements of the State of Florida, to protect themselves from any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.

Maintain General Liability Insurance in amounts prescribed by the City to protect the contractor in the interest of the City against all risks of injury to persons (including death) or damage to property wherever located resulting from any action or operation under the contract or in connection with the work.

Any additional coverage(s) required as indicated on Insurance Check List are part of this contract.

Maintain Automobile Liability Insurance including Property Damage covering all used or operated automobiles and equipment used in connection with the work.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least A:X or better per Best's Insurance Guide latest edition or its equivalent. There shall be attached an endorsement to save and hold harmless the City from any liability or damage whatsoever in accordance with the following form endorsement which forms a part of this contract.

When naming the City of Hialeah as an additional insured onto your policies, the insurance companies hereby agree and will endorse the policies. An endorsement to the policy(ies) shall be issued accordingly and the certificate will state the above.

## ENDORSEMENT

The insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

"The contractor hereby agrees to indemnify and hold harmless the City of Hialeah, a municipal corporation, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000 for each occurrence and for all damages to the property of others in and up to the amount of \$1,000,000 for each occurrence with an aggregate of \$1,000,000 per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omissions or commission of any by the contractor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the City of Hialeah, its officers, agents, and employees, as determined by court of competent jurisdiction. The contractor shall specifically and distinctly assume all responsibility for reporting any and all operations performed or to be performed under any existing contract made by or on behalf of the assured and the City of Hialeah.

It is understood and agreed that \_\_\_\_\_ (Firm Name) is at all times herein acting as an independent contractor.

Original, signed Certified Insurance Certificates evidencing such insurance and such endorsements as prescribed herein shall be filed by the contractor, before work is started, with the City of Hialeah. The certificate must state Bid Number and Title.

Products and Completed Operations Liability shall be provided for as stated in the Insurance Check List.

The contractor will secure and maintain policies of subcontractors. All policies shall be made available to the City upon demand.

No change or cancellation in insurance shall be made without thirty (30) days written notice to the City of Hialeah.

Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to provide acceptable evidence of current insurance within seven days of receipt of written notice at any time during the contract term, the City shall have the right to consider the contract breached and justifying the termination thereof.

Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the

contractor and all subcontractors of their liabilities and obligations under this heading or under any other Section of Provisions of this contract.

The minimum limits of General Liability Insurance are prescribed as follows:

1. GENERAL LIABILITY

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage each occurrence.

2. CONTRACTUAL LIABILITY

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage each occurrence.

3. UMBRELLA EXCESS LIABILITY

(including Primary Coverage's)

The minimum limits of Automobile Liability Insurance are prescribed as follows:

\$100,000 for injury to one person \$50,000 per occurrence  
\$300,000 per occurrence

The contractor shall take note of the Hold Harmless Agreement contained in this contract and will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Hialeah under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

Further, the contractor will notify his insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent.

The City shall be named as additional insured on the (Automobile and General Liability) policy(ies) with proof to be stated on the Certificates provided to the City and this coverage to be primary to all other coverage the City possess.

### **SUPERVISION**

Contractual and any other Liability Insurance provided under this contract shall not contain a supervision, inspection, engineering services exclusion which would preclude the City from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on the job responsibility as to the control of persons directly employed by him and of the subcontractor and persons employed by the subcontractor.

### **CONTRACTS**

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City.

Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractor and of persons employed by them, as he is, for acts and omissions of persons directly employed by him.

## **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, including employees and property. All existing structures, utilities, roads, services, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the contractor during the term of the contract, and the contractor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

## **INSURANCE EXCEPTION**

If bidder does not meet the insurance requirements of the specification, alternate insurance coverage, satisfactory to the Risk Manager, may be considered.

An Owners Protective Policy in the name of the City of Hialeah shall designate this specific Contractor and identify this job at its location, and state by endorsement that this coverage is provided specifically for this job only. **LIMITS OF COVERAGE \$1,000,000.**

**Property Damage Liability** arising out of the collapse of or structural injury to any building or structure due to:

- a. Excavation (including burrowing, filling or back-filling in connection therewith), tunneling, pile driving, cofferdam work or caisson work, or;
- b. Moving, shoring, underpinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support thereof.

## **Property Damage Liability for:**

- a. Injury to or destruction of wires, conduits, pipes, mains, sewers to other similar property or any apparatus in connection therewith, below the surface of the ground arising from and during the use of mechanical equipment for the purpose of excavating or drilling in streets or highways or,
- b. Injury to or destruction of property at any time resulting therefrom. The term "streets" includes alleys. In determining where a street or highway ends, all of the lane up to privately owned land shall be considered a street.



## **Broad Form Property Damage Liability Coverage Including Completed Operations**

The insurance for property damage liability applies, subject to the following additional provisions:

1. To property owned or occupied by or rented to the insured, or except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping.
2. Except with respect a liability under a written sidetrack agreement or the use of elevators.
  - a. To property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured.
  - b. To tools or equipment while being used by the insured in performing his operations.
  - c. To property in the custody of the insured which is to be installed, erected or used in construction by the insured.
  - d. To that particular part of any property, not on premises owned by or rented to the insured.
    - ( i ) Upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations or,
    - ( ii ) Out of which any property damage arises or,
    - ( iii ) The restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured.
3. With respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as including completed operations.

To property damage by work performed by the name insured arising out of such work or any portion thereof, or out of such materials, part or equipment furnished in connection therewith.

The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage and the other insurance condition of the policy is amended accordingly.

### **CROSS LIABILITY**

It is understood and agreed that the inclusion of more than one insured under this policy shall not restrict the coverage provided by this policy for one insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, other insurers hereunder shall be considered members of the public; but the provisions of this Cross Liability clause shall apply only with respect to liability arising out of the ownership, maintenance, use, occupancy or repair for such portions of the premises insured hereunder as are not reserved for the exclusive use of occupancy of the insured against whom claim is made or suit is filed.

### **CERTIFICATE OF INSURANCE**

On an Accord Certificate of Insurance binder, on the Cancellation Clause, the following shall be deleted: The word "endeavor" as well as "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company".

### **OUT-OF-STATE NON-RESIDENT AGENT**

When a certificate is issued by an out-of-state non-resident agent with a "920" License, the name, address and telephone number of the Florida Resident Agent must be listed in the space provided on the checklist and on the Certificate of Insurance provided.

### **SMALL DEDUCTIBLE POLICIES**

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured. These safeguards shall be in form of escrow accounts or other method established by the Risk Manager to safeguard to the City's interests and those interests of any claimants under the contractor's policies.

## INSURANCE CHECK LIST

**BID NO. 33**

### INSURANCE

### LIMITS

- |          | INSURANCE   | LIMITS  |
|----------|---|---|
| <u>X</u> | 1. WORKER'S COMPENSATION AND EMPLOYEES LIABILITY  | STATUTORY LIMITS OF THE STATE OF FLORIDA.   |
| <u>X</u> | 2. GENERAL LIABILITY PREMISES OPERATIONS (M&C OR OL&T ARE REQUIRED) INCLUDED; PRODUCTS AND COMPLETED  | <u>BODILY INJURY PROPERTY DAMAGE</u><br>\$1,000,000 SINGLE LIMIT BODILY           |
| INJURY   | OPERATIONS INCLUDED; INDEPENDENT AND CONTRACTORS (O.C.P.) INCLUDED; ELEVATORS INCLUDED; SUPERVISION EXCLUSION DELETED; PERSONAL INJURY LIABILITY  | PROPERTY DAMAGE COMBINED EACH OCCURRENCE.   |
| <u>X</u> | 3. BROAD FORM PROPERTY DAMAGE ENDORSEMENT   |   |
| <u>X</u> | 4. CONTRACTUAL INDEMNITY/HOLD HARMLESS ENDORSEMENT EXACTLY AS WRITTEN IN "INSURANCE REQUIREMENTS" OF SPECIFICATIONS   | \$1,000,000 SINGLE LIMIT BODILY INJURY & PROPERTY DAMAGE COMBINED EACH OCCURRENCE |
| <u>X</u> | 5. AUTOMOBILE LIABILITY OWNED NON-OWNED/HIRED AUTOMOBILES INCLUDED  | \$100/300,000 \$50,000 EACH OCCURRENCE  |
|          | 6. UMBRELLA LIABILITY   | \$1,000,000 INCLUDING PRIMARY COVERAGE  |
|          | 7. GARAGE LIABILITY   | \$100/300,000 \$50,000 EACH OCCURRENCE  |
|          | 8. GARAGE KEEPER'S LEGAL LIABILITY  | \$50,000 EACH OCCURRENCE  |
| <u>X</u> | 9. THE CITY MUST BE NAMED AS ADDITIONAL INSURED ON THE INSURANCE CERTIFICATE <u>AND THE FOLLOWING MUST ALSO BE STATED ON THE CERTIFICATE.</u> "THESE COVERAGES ARE PRIMARY TO ALL OTHER COVERAGES THE CITY POSSESSES FOR THIS CONTRACT ONLY." |   |
|          | 10. TEACHERS PROFESSIONAL LIABILITY   | \$100/300,000 \$50,000 EACH OCCURRENCE  |
|          | 11. DRAM SHOP EXCLUSION DELETED AND LIQUOR LIABILITY WILL BE PROVIDED   |   |
|          | 12. CROSS LIABILITY OR SEVERABILITY OF INTERESTS CLAUSE ENDORSEMENT   |   |
|          | 13. XCU PROPERTY DAMAGE EXCLUSION DELETED AND THIS COVERAGE WILL BE PROVIDED  |   |
|          | 14. FIRE LEGAL LIABILITY  |   |

- \_\_\_\_\_ 15. OTHER INSURANCE AS INDICATED BELOW:  
Builders Risk Complete Value Policy
- X 16. THIRTY (30) DAYS CANCELLATION NOTICE REQUIRED
- X 17. BEST'S GUIDE RATING A:X OR BETTER OR ITS EQUIVALENT
- X 18. THE CERTIFICATE MUST STATE THE BID NUMBER AND TITLE
- X 19. "WHEN USING THE "ACCORD" FORM OF INSURANCE CERTIFICATE, PLEASE NOTE THAT UNDER THE CANCELLATION CLAUSE, THE FOLLOWING MUST BE DELETED. "ENDEAVOR TO" AND "BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY".

**BIDDER AND INSURANCE AGENT STATEMENT:**

We understand the Insurance Requirements of these specification and that evidence of insurability may be required within five (5) days after bid opening.

## Bidder

Insurance Agency

Signature of Bidder

Signature of Bidder's Agent

Signature of Florida Resident Agent

### Agent's Errors and Omissions Policy:

Name and Location of Agency

Policy Number	Company	Expiration Date	Amount of Coverage
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## MINORITY BUSINESS UTILIZATION COMMITMENT

The bidder agrees to expend at least \_\_\_\_\_ of the contract if awarded for minority business enterprise. For the purpose of the term "minority business enterprise" means a business at least 51% of which is owned by minority group members or, in case of a publicly owned business, at least 51% of the stock of which owned by minority group members. For the purpose of the preceding sentence "minority group members" are citizens of the United States who are Black, Hispanic, Asian or Pacific Islander, American Indian or Alaskan Native and Women. Minority business enterprises may be employed as construction subcontractors or as vendor or suppliers. The bidder must indicate the minority business enterprises it intends to utilize in this document as follows:

NAME AND ADDRESS OF MINORITY FIRMS	NATURE OF PARTICIPATION	DOLLAR VALUE OF PARTICIPATION

TOTAL BID AMOUNT: \$ \_\_\_\_\_ TOTAL DOLLAR VALUE MINORITY  
PARTICIPATION: \$ \_\_\_\_\_

PERCENTAGE OF MINORITY ENTERPRISES PARTICIPATION: \_\_\_\_\_

This requirement may be waived for cause upon application by the recipient to the respective United States Department of Labor Regional office.

The bidder agrees to furnish Implementation reports as required by bid conditions to indicate the minority business enterprises which it has or intend to utilize. Breach of this commitment, constitutes breach of the bidders contract, if awarded.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

\_\_\_\_\_  
NAME OF AUTHORIZED OFFICER

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICER

\_\_\_\_\_  
DATE